

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT NO. <u>37</u> To LEASE NO. GS-11B-01643
ADDRESS OF PREMISES: 1120 Vermont Ave, NW Washington, DC 20005-3523	PDN NUMBER: Not Applicable

**THIS AMENDMENT** is made and entered into between **1120 Vermont Avenue Associates**

whose address is c/o S.C. Herman & Associates, Inc.  
 1120 Vermont Ave, NW  
 Suite 900  
 Washington, DC 20005-3523

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:  
**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. This Supplemental Lease Agreement (SLA) is issued to extend this lease to March 31, 2017. The Lease extension term will be from April 1, 2014 thru March 31, 2017
2. The annual rent for the extension term shall be \$3,075,283.74, payable at a rate of \$256,273.65 per month in arrears. The annual rent includes daytime cleaning per SLA 2 and SLA 21. The annual rent does not include tenant improvement allowance.
3. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Extension Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.
4. The square footage shall remain at 73,006 RSF / 65,377 USF (35,263 RSF / 31,578 USF on the 11<sup>th</sup> floor, 35,263 RSF / 31,578 USF on the 12<sup>th</sup> floor and 2,480 RSF / 2,221 USF on the 9<sup>th</sup> floor).

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
 Name: Sylvan C. Herman  
 Title: General Partner  
 Entity Name: 1120 Vermont Avenue Associates, LLP  
 Date: February 4, 2014

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Lisa Richmond  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: MAR 12 2014

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: J. Scott Ogden  
 Title: As "Agent for Owner"  
 Date: February 4, 2014

5. The current operating cost is (b) (4) which includes daytime cleaning per SLA 2 and SLA 21. CPI adjustments shall continue throughout the extension term in accordance with paragraph 3.4 of the SFO. The next CPI adjustment shall be due on April 1, 2014.
6. The percentage of occupancy shall remain at 17.02%. The Real Estate Tax base shall remain at \$1,816,496.50. Real Estate Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.2 of the SFO.
7. The percentage of occupancy shall remain at 17.02%. The real estate tax base year amount is \$1,816,496.50 and the BID tax base year amount is \$69,353.72, these shall remain unchanged. The Government shall continue to pay to the Lessor annual real estate tax adjustment over the original base years throughout the extension term in accordance with paragraph 3.2 of the SFO. The Government shall continue to pay to the Lessor annual BID tax adjustment over the original base years throughout the extension term in accordance with paragraph 3.19 of the SFO.
8. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS: LESSOR



GOV'T

